

NOTICE OF SOURCE SELECTION

You are hereby notified that a lowest priced/technically acceptable source selection is in progress for the base operations support services at Fort Sam Houston, TX, solicitation DADA10-00-R-0013. The anticipated period of Source Selection is **June 2001** through approximately **Mar 2002**. DURING THIS PERIOD UNTIL CONTRACT AWARD, OFFERORS REQUESTING INFORMATION REGARDING THE PROJECT SHALL CONTACT THE CONTRACTING OFFICE ONLY. CONTACTS WITH OTHER ARMY PERSONNEL ARE PROHIBITED. The Contracting Officer or his representatives are the only persons authorized to contact offeror's, and the Contracting Officer is the only person authorized to release information regarding an ongoing Source Selection. Refer questions or communications concerning this solicitation directly to the Gary Hankins, Contracting Officer (210) 221- 4122

(Gary.Hankins@CEN.AMEDD.ARMY.MIL); Laurie Keating, Contract Specialist (210) 221-4640

(Laurie.Keating@CEN.AMEDD.ARMY.MIL); or Victor Howard, Contract Specialist (210) 221-4854

(Victor.Howard@CEN.AMEDD.ARMY.MIL)

NOTICE TO OFFEROR'S

B-1 SUPPLIES OR SERVICES

The service provider shall provide base operating support (BOS) services in accordance with this contract and the Performance Requirements Document (PRD), Attachment 1.

TRANSITION	A firm fixed-price Transition period between _____ through _____. *
BASIC	Base Operating Support (BOS) Services for a 12- month basic performance period
OPTION 1	BOS to extend the term of the contract for a period of 1 year.
OPTION 2	BOS to extend the term of the contract for a period of 1 year.
OPTION 3	BOS to extend the term of the contract for a period of 1 year.
OPTION 4	BOS to extend the term of the contract for a period of 1 year.

*** NOTE: The Service Provider is required to submit an offer for the number of months and monthly cost for the transition period. Once the transition period is established, the period of performance for the basic contract and option periods shall be established.**

B-2 CLAUSES AND PROVISIONS

a. Clauses and provisions from the Federal Acquisition Regulation (FAR) and supplements thereto are incorporated in this document by reference and in full text. Those incorporated by reference have the same force and effect as if they were given in full text.

b. Even though most of the clauses and provisions are incorporated by reference, clauses and provisions still must be completed and submitted by the offeror with the offer (full text of the clauses and provisions may be seen at <http://farsite.hill.af.mil>):

c. Clauses and provisions in this document will be numbered in sequence, but will not necessarily appear in consecutive order.

d. Sections K, L, and M will be physically removed from any resultant award, but will be deemed to be incorporated by reference, in that award.

B-3 INSTRUCTIONS

a. This solicitation/contract calls for cost plus award fee contract line item (CLIN). The Transition period is Firm Fixed Priced. The award fee will contain a base fee portion of zero and the offeror will be able to bid an award fee up to a **maximum of three (3) percent**. A fixed Indirect Factor shall be established in B-4 for the basic period and four option periods. The Indirect Factor proposed below shall be multiplied by the government's estimated costs for supplies/parts/materials/TDY's, included in the total estimated cost and used in evaluation of costs/prices. **NOTE:** No Award Fee shall be applied to the costs for supplies/parts/materials/TDY's, etc.

b. The receipt of proposal information, including past performance information, is subject to FAR 52.215-1(3), Late Proposals and Revisions.

c. In order for offeror's to receive a DoD contract, offeror's must be registered in the central contractor registration (CCR) system. Go to: <http://ccr.edi.disa.mil>

d. The service provider agrees to hold its offered prices firm for the items solicited herein and to accept any resulting contract subject to the terms and conditions stated herein for 270 days from the date set forth in SF33, block 9.

NOTE: THIS IS A SINGLE EFFORT AND WILL BE AWARDED UNDER A SINGLE CONTRACT. PARTIAL OFFERS ARE UNACCEPTABLE AND WILL BE RETURNED TO THE OFFEROR.

******* IMPORTANT *******

THIS SOLICITATION INCLUDING ALL ATTACHMENTS CAN BE FOUND ON THE INTERNET AT THIS ADDRESS: <http://a76fsh.amedd.army.mil>.

B-4 INDIRECT FACTORS

In accordance with paragraph Section H, Clause H23 Indirect Factor, the Service Provider shall establish a firm-fixed price Indirect Factor for each of the following performance periods. **(Once the transition period is established, the period of performance for the basic contract and option period shall be established).**

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	INDIRECT FACTOR LABOR	INDIRECT FACTOR MATERIAL
BASIC	_____	_____
OPTION 1	_____	_____
OPTION 2	_____	_____
OPTION 3	_____	_____
OPTION 4	_____	_____

NOTE: THE SERVICE PROVIDER IS REQUIRED TO INCLUDE IN ITS COST PROPOSAL, THE FOLLOWING ESTIMATES FOR PARTS/MATERIALS/SUPPLIES/TDY'S ETC TIMES THE INDIRECT FACTOR FOR MATERIAL AND INCLUDE THE ESTIMATED TOTAL FOR THE PERFORMANCE PERIOD:

BASIC	<u>\$40,365,000</u>
OPTION 1	<u>\$41,325,000</u>
OPTION 2	<u>\$42,379,000</u>
OPTION 3	<u>\$42,768,000</u>
OPTION 4	<u>\$43,651,000</u>

NOTE: NO AWARD FEE IS APPLIED TO THE SUPPLIES/MATERIALS/PARTS/TDY's, ETC. PORTION OF THE CEILING AMOUNT. THE FIXED INDIRECT FACTOR USED FOR THESE ITEMS SHALL BE BILLED ACCORDING TO THE ABOVE REFERENCED PERIOD OF PERFORMANCE.

THE ESTIMATED AWARD FEE POOL APPLIES TO THE LABOR COST ONLY. NO AWARD FEE SHALL BE INCLUDED FOR SUPPLIES/PARTS/MATERIALS/TDY'S, ETC. THE ESTIMATED AWARD FEE POOL SHALL BE INCREASED FOR MODIFICATIONS FOR "NEW WORK", BUT SHALL NOT BE INCREASED FOR COST OVERRUNS OR LABOR ADJUSTMENTS. SEE ATTACHMENT 6 "THE AWARD FEE PLAN" FOR SPECIFICS.

SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		6.00	Months		

TRANSITION PERIOD
 FFP - ON OR ABOUT _____ THROUGH _____. COVERS ALL
 MOBILIZATION COSTS INCLUDING, BUT NOT LIMITED TO,
 RELOCATION OF PERSONNEL, START UP EQUIPMENT AND
 MATERIALS, INITIAL TRAINING, SECURITY CLEARANCES. THIS IS
 A FIRM FIXED PRICE CLIN
 PURCHASE REQUEST NUMBER W45B9H-0006-N123

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002					

PERFORMANCE PERIOD - BASIC PERIOD
 - NON-PERSONAL SERVICES TO BE PROVIDED IN ACCORDANCE
 WITH THE PERFORMANCE REQUIREMENT DOCUMENTS.

 BASE OPERATING SUPPORT SERVICES FOR THE USAGFSH FOR THE
 BASIC PERIOD

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA					

BASE OPERATING SERVICES
 CPAF - SERVICES TO BE PROVIDED IN ACCORDANCE WITH
 ATTACHEMENT 1 PERFORMANCE REQUIREMENTS DOCUMENT FOR
 THE BASIC PERIOD.

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	AWARD FEE AWARD FEE DOES NOT APPLY TO PARTS/MATERIALS/TDYs ETC. <u>AWARD FEE PERCENTAGE TO BE BID BY OFFEROR. MAXIMUM OF 3%.</u>				
				BASE FEE	<u>0</u>
				AWARD FEE %	
				ESTIMATED TOTAL DOLLARS IN FEE	<u></u>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	PERFORMANCE PERIOD – FIRST OPTION PERIOD - NON-PERSONAL SERVICES TO BE PROVIDED IN ACCORDANCE WITH THE PERFORMANCE REQUIREMENT DOCUMENTS. BASE OPERATING SUPPORT SERVICES FOR THE USAGFSH FOR THE FIRST OPTION PERIOD				
					<u></u>
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA	BASE OPERATING SERVICES CPAF - SERVICES TO BE PROVIDED IN ACCORDANCE WITH ATTACHEMENT 1 PERFORMANCE REQUIREMENTS DOCUMENT FOR THE FIRST OPTION PERIOD.				
				ESTIMATED COST	<u></u>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB	AWARD FEE AWARD FEE DOES NOT APPLY TO PARTS/MATERIALS/TDYs ETC. <u>AWARD FEE PERCENTAGE TO BE BID BY OFFEROR. MAXIMUM OF 3%.</u>				
				BASE FEE	<u>0</u>
				AWARD FEE %	
				ESTIMATED TOTAL DOLLARS IN FEE	<u></u>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0004

PERFORMANCE PERIOD – SECOND OPTION PERIOD
 - NON-PERSONAL SERVICES TO BE PROVIDED IN ACCORDANCE
 WITH THE PERFORMANCE REQUIREMENT DOCUMENTS.

BASE OPERATING SUPPORT SERVICES FOR THE USAGFSH FOR THE
 SECOND OPTION PERIOD

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0004AA

BASE OPERATING SERVICES
 CPAF - SERVICES TO BE PROVIDED IN ACCORDANCE WITH
 ATTACHEMENT 1 PERFORMANCE REQUIREMENTS DOCUMENT FOR
 THE SECOND OPTION PERIOD.

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0004AB

AWARD FEE
 AWARD FEE DOES NOT APPLY TO PARTS/MATERIALS/TDYs ETC.
AWARD FEE PERCENTAGE TO BE BID BY OFFEROR. MAXIMUM OF
3%.

BASE FEE 0

AWARD FEE %

ESTIMATED TOTAL DOLLARS IN FEE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0005

PERFORMANCE PERIOD – THIRD OPTION PERIOD
- NON-PERSONAL SERVICES TO BE PROVIDED IN ACCORDANCE
WITH THE PERFORMANCE REQUIREMENT DOCUMENTS.

BASE OPERATING SUPPORT SERVICES FOR THE USAGFSH FOR THE
THIRD OPTION PERIOD

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0005AA

BASE OPERATING SERVICES
CPAF - SERVICES TO BE PROVIDED IN ACCORDANCE WITH
ATTACHEMENT 1 PERFORMANCE REQUIREMENTS DOCUMENT FOR
THE THIRD OPTION PERIOD.

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0005AB

AWARD FEE
AWARD FEE DOES NOT APPLY TO PARTS/MATERIALS/TDYs ETC.
**AWARD FEE PERCENTAGE TO BE BID BY OFFEROR. MAXIMUM OF
3%.**

BASE FEE 0

AWARD FEE %

ESTIMATED TOTAL DOLLARS IN FEE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	PERFORMANCE PERIOD – FOURTH OPTION PERIOD - NON-PERSONAL SERVICES TO BE PROVIDED IN ACCORDANCE WITH THE PERFORMANCE REQUIREMENT DOCUMENTS. BASE OPERATING SUPPORT SERVICES FOR THE USAGFSH FOR THE FOURTH OPTION PERIOD				
				NET AMT	_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AA	BASE OPERATING SERVICES CPAF - SERVICES TO BE PROVIDED IN ACCORDANCE WITH ATTACHEMENT 1 PERFORMANCE REQUIREMENTS DOCUMENT FOR THE FOURTH OPTION PERIOD.				
				ESTIMATED COST	_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AB	AWARD FEE AWARD FEE DOES NOT APPLY TO PARTS/MATERIALS/TDYs ETC. <u>AWARD FEE PERCENTAGE TO BE BID BY OFFEROR. MAXIMUM OF</u> <u>3%.</u>				
				BASE FEE	_____ 0
				AWARD FEE %	_____
				ESTIMATED TOTAL DOLLARS IN FEE	_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
TOTAL ESTIMATED COST					
				BASE FEE	_____ 0
				ESTIMATED TOTAL DOLLARS IN FEE	_____
				TOTAL COST	_____

SECTION C Descriptions and Specifications

C-1. SPECIFICATIONS, STANDARDS AND DRAWINGS

Specifications applicable to this requirement are listed as Attachment 1 of the solicitation/contract.

ITEM NR

SPECIFICATION TITLE

**All CLINS
Services**

**Performance Requirements Document (PRD) for Base Operating Support
Fort Sam Houston, Texas**

SECTION E Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE:

52.246-3	Inspection Of Supplies Cost-Reimbursement	APR 1984
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
252.246-7000	Material Inspection And Receiving Report	DEC 1991

SECTION F Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE:

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of "To be determined for each work order/job order" per calendar day of delay .

(b) If the Government terminates this contract in whole or in part under the Default--Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

(End of clause)

SECTION G Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

G-2 CONTRACT MANAGEMENT

Notwithstanding the Service provider's responsibility for total management during the performance of the contract, the administration of the contract will require maximum coordination between the Government and the Service provider. Government points of contact during the performance period will be as follows:

a. Contract Administration. All contract administration will be performed by the MEDCOM Contracting Center, Building 4197, BASOPS Branch, 2107 17th Street, Fort Sam Houston, TX 78234-5015, telephone number (210) 221-4640. Communications pertaining to contractual administrative matters shall be addressed as above. No changes in or deviation from the scope of work shall be effected without a written modification to the contract executed by the Contracting Officer.

b. Appointment of Contracting Officer's *Representative* (if applicable).

(1) A representative from the using activity (and/or a designated *alternate*) may be appointed in writing by the contracting Officer as a Contracting Officer's Representative (COR) for purposes of inspection and acceptance to ensure compliance with the technical phases of the **work, but will not be authorized to change any of the terms and conditions of the contract.**

(2) The COR will act in a liaison capacity to coordinate activities between the Service provider and the Government as required in the performance of work under contract.

c. Appointment of Property Administrator (if applicable). A Property Administrator (PA) may be designated, in writing, for the specific purpose of administering control of Government -furnished property.

G-3 INVOICE AND BILLING PROCEDURES

The Service provider shall render invoices in accordance with FAR 52.232-25, Prompt Payment, as follows: SEMI-MONTHLY, IN ARREARS

- a. Original plus two copies to: Army Vendor Pay,
DFAS - SA/FPA
500 McCullough Ave
San Antonio, TX 78215-2100.
- b. One copy to: MEDCOM CONTRACTING CENTER
2107 17TH STREET, Building 4197,
Fort Sam Houston, Texas 78234-5015.

G-4. REPORTING REQUIREMENTS

In order for the Department of the Army to comply with Title 10 U.S.C. Section 2461 and Section 343 of the FY2000 Department of Defense Authorization Act and ongoing requirements of Public Law 106-65, contractors performing work under this contract <or> any contract resulting from this solicitation **must** report direct labor hours and estimated cost associated with the reporting period. Data as referenced herein should be submitted by the contractor concurrent with request for payment (e.g. invoice, contract voucher, request for progress payments) and must cover the same time period as the requested payment. To facilitate collection of the data and to minimize the time invested by the contractor in compliance, the Office of the Deputy Assistant Secretary of the Army (Manpower & Reserve Affairs) has established a website at <http://contractor.manpower.us.army.mil>. In addition to step-by-step reporting instructions, the website contains information on the purpose of collection and the intended use for the data as well as links to a full text copy of Public Law 106-65 which established the requirement.

The Deputy Assistant Secretary of the Army (Manpower & Reserve Affairs) will oversee the aggregation of the data and insure exclusion of contract number and company name from any derivative use or report. Data provided will be protected as “company proprietary” and will not be released to other government agencies nor subject to release under the Freedom of Information Act without the express permission of the submitting contractor.

Compliance with this requirement is an **integral part** of the performance of this contract <or> any contract resulting from this solicitation. Compliance with this requirement will be utilized as an element in the Past Performance Information Management System (PPIMS).

SECTION H Special Contract Requirements

H-1 INSURANCE

In accordance with FAR Clause 52.228-5, "Insurance--Work on a Government Installation", the Service Provider shall acquire and maintain during the entire performance period of this contract, insurance of at least the following kinds and minimum amounts set forth below:

- a. Worker's Compensation and Employers' Liability Insurance in accordance with the amounts specified by the laws of the state in which the work is to be performed under this contract. In the absence of such state laws, an amount of \$100,000 shall be required and maintained.
- b. General Liability Insurance with bodily injury liability in the minimum amount of \$500,000 per occurrence.
- c. Automobile Liability insurance in the amount of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

H-2 GOVERNMENT HOLIDAYS

The following Government Holidays are observed:

New Years Day, January 1
Martin Luther King, Jr's Birthday, 3rd Monday in January
Presidents' Day, 3rd Monday in February
Memorial Day, Last Monday in May
Independence Day, July 4
Labor Day, 1st Monday in September
Columbus Day, 2nd Monday in October
Veterans Day, November 11
Thanksgiving Day, 4th Thursday in November
Christmas Day, December 25

Note: Any of the above holidays falling on a Saturday will be observed on the preceding Friday; holidays falling on a Sunday will be observed on the following Monday.

H-3 LIABILITY FOR LOSS OR DAMAGE TO CERTAIN FACILITIES AND EQUIPMENT

- a. The risk of loss or damage for those items of "Government-Furnished Equipment" listed in Section C-1, Appendix E of the Performance Requirements Documents (PRDs) shall be governed by FAR clause 52.245-5 GOVERNMENT PROPERTY (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts).
- b. Risk of loss or damage for all other Government property, not provided as Government -Furnished Facilities or Government- Furnished Equipment under Section C-1, Appendix E of the Performance Requirements Documents (PRDs) shall be governed by FAR clause 52.237-2, Protection of Government Buildings, Equipment and Vegetation.

H-4 GOVERNMENT LIABILITY

The Government shall not be liable for any loss or damage to the Service Provider's property, or for expense incidental to such loss or damage unless it is proven that the loss was due to negligence of Government employees acting within the scope of their employment.

H-5 GOVERNMENT PUBLICATIONS

a. All tasks set forth in the Performance Requirements Documents (PRD) are responsibility of the Service Provider except where wording of the PRD explicitly makes the performance a Government responsibility. It is recognized that in conjunction with many tasks set forth therein reference is made to Department of Defense, Army, and other directives, regulations, manuals, pamphlets, technical orders, instructions, and the like. It is also recognized that because such referenced documents have been written with a view toward performance by Government personnel they may contain language which indicates performance is to be by Government personnel. Whenever such directives, regulations, manuals, pamphlets, technical orders, instructions, and the like are referenced, the Service Provider is to use such references as direction (coded mandatory) or guidance (coded advisory) as appropriate in accordance with the PRD in the performance of the required duties set forth therein and in other sections of the PRD as if such references had been written with a view toward performance by Service Provider personnel.

b. The Service Provider shall be bound to perform the PRD by accomplishing the tasks set forth therein and in the cited references in the manner set forth therein and to the extent required by Section C of the PRD provided that:

(1) Should there be a conflict between the PRD and reference set forth therein, the PRD shall control.

(2) Should there be a conflict between or among two or more such references, those coded mandatory by the PWS shall control over those coded advisory; between or among those similarly coded, those issued by a higher authority shall control over those issued by a lower authority; and between or among those issued at the same level of authority, those with a later date of issue shall control over those with earlier dates of issue.

(3) Any duty set forth in any such reference which shall call for the exercise of nondelegable discretionary Governmental authority shall be subject to the final approval of the Government official having such authority, notwithstanding that the Service Provider may be required thereby to perform duties and render advice at a level below such final approval.

H-6 EXERCISE OF OPTION TO EXTEND SERVICES

Services described in the schedule may be extended in one or more increments for a total period of not less than 1 nor more than 6 calendar months at the discretion of the Contracting Officer. Each extension shall be effected by written contract modification (SF 30) delivered to the Service Provider no less than 15 calendar days prior to the expiration of the contract. (Reference clause 52.217-8, Option to Extend Services)

H-7 WAGE DETERMINATIONS

Service Contract Act Wage Determination No. 1994-2521 Rev 17 dated 9/19/2000 is attached hereto and made a part of this solicitation. Davis Bacon General Decision No's. TX000003, TX000022, TX000106, and TX000043, are attached hereto and made a part hereof.

H-8 WAGE PASS THROUGH ADJUSTMENT COSTS

a. This contract is subject to the requirements of the Service Contract Act as amended, and attention is invited to the obligations of the service provider under Section 4(c) of the amended Service Contract Act. Any questions regarding the extent to these obligations should be addressed to the Department of Labor.

b. All wages pass through costs will be processed utilizing the hour's reimbursable method in accordance with FAR 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts.) FAR 52.222-43 prohibits fee on wage pass through adjustments. Therefore, beginning with the first option period, if there is a wage adjustment, the contracting officer will increase the estimated cost for that period by modification to the contract. Labor categories shown on the billing shall be covered by the Service Contract Act (Department of Labor Wage Determination) or a conformable wage agreement in writing in the basic contract. Salaries of project manager, non-working supervisors, and other salaried employees are excluded.

H-9 RIGHTS OF THE GOVERNMENT TO PERFORM FUNCTIONS WITH ITS OWN PERSONNEL

- a. The Government reserves the right to perform or supplement performance of contract functions with Government personnel during periods of disaster, war emergencies, police actions, or acts of God.
- b. Such performance described above will not constitute a Breach of Contract by the Government within the meaning of contract clause FAR 52.249-6, Termination (Cost Reimbursement) in Section I.

H-10 PHASE-OUT SERVICES

Prior to contract completion, termination, or suspension, the service provider shall furnish sufficient orientation, training and equipment/system familiarization information required by any follow-on service provider responsible for subsequent maintenance of any functions and facilities within the scope of this contract. The service provider shall cooperate fully with the follow-on service provider to assure that system continuity is maintained. All official files, manuals, charts, records, drawings, and other official documentation are the property of the government and shall remain on location for use by the government or follow-on service provider at the time of contract termination or during any period of suspension of this contract.

H-11 MODIFICATION OF GOVERNMENT PROPERTY

Any modifications or retrofit to Government owned property not required under the specifications, but which are necessary to bring the property up to Government standards shall be brought to the attention of the Contracting Officer or the COR upon discovery of such deficiencies. The Service Provider shall include a description of the deficiencies and recommend whether correction is required or not, including appropriate rationale.

H-12 DISSEMINATION OF INFORMATION

There shall be no dissemination or publication, except in and between the Service Provider and any subcontractors, of information (including photographs and films, public announcements or denial or confirmation of same) contained in reports to be furnished pursuant to this contract without prior written approval of the Contracting Officer and the Public Affairs Office, Fort Sam Houston, Texas.

H-13 AUTHORITY

The Service Provider shall not in any way represent that he is a part of the United States Government or that he has the authority to contract or procure supplies on the credit of the United States of America.

H-14 ADVERTISING ON SERVICE PROVIDER VEHICLES

Advertising displayed on Service Provider vehicles is permitted provided that the advertising conforms to good taste and public morality and is worded as not to imply Army or United States Government approval or sanction of the advertised service and which is not embarrassing or detrimental to the military.

H-15 LABOR STATISTICS

The Service Provider shall report and shall, by agreement, require his subcontractors to report, at such times, in such manner, and covering such matters as the Contracting Officer may direct, such labor statistics, applicable only to the work performed under this contract at the site of the work, as may be required for transmittal to the Department of Labor.

H-16 GOVERNMENT-SERVICE PROVIDER RELATIONSHIPS

a. The Government and the Service Provider understand and agree that the services to be delivered under this contract by the Service Provider to the Government are non-personal services and parties recognize and agree that no employer-employee or master-servant relationships exist or will exist under the contract between the Government and the Service Provider and/or between the Government and the Service Provider's employees. It is, therefore, In the best interest of the Government to afford both parties a full and complete understanding of their respective obligations.

b. Service Provider personnel under this contract shall not:

(1) Be placed in a position where they are employed by a Federal Officer or are under the supervision, direction, or evaluation of a Federal Officer, military or civilian.

(2) Be placed in a position of command, supervision, administration or control over DA military or civilian personnel, or personnel of other contractors, or become a part of the Government organization.

(3) Be used in administration or supervision of military contracting activities.

c. Employee Relationship:

(1) The services to be performed under this contract do not require the Service Provider or his employees to exercise personal judgment and discretion on behalf of the Government, but rather, the service provider's employees will act and exercise personal judgment and discretion on behalf of the Service Provider.

(2) Rules, regulations, directives and requirements which are issued by DA Military Command Authorities under their responsibility for good order, administration, and security are applicable to all personnel who enter the installation, or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control which is inconsistent with a non-personal services contract.

d. Inapplicability of Employee Benefits: This contract does not create an employer- employee relationship between the Army and the Service Provider. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments under this contract to the Service Provider are not subject to Federal income tax withholding.

(2) Payments under this contract to the Service Provider are not subject to Federal Insurance Contributions Act.

(3) The Service Provider is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance under this contract.

(4) The Service Provider is not entitled to any workmen's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Service Provider for performance of this contract are contained in the provision for payment under this contract.

H-17 AWARD FEE

(a) This is a Cost-Plus Award Fee contract. The maximum available amount of the Award Fee is ____* % **(*TO BE BID BY OFFEROR. MAXIMUM OF 3%)** of the contract total during the award fee period (**less labor adjustments or cost overruns and supplies/parts/materials/TDys, etc.**). For contract modifications that add work, the award fee pool will be increased. For contract modifications that delete work, the award fee pool will be decreased.

(b) Service Provider performance shall be evaluated each award fee period using an award fee evaluation plan (see Attachment 6).

(1) Award fee periods are set forth below (**Once the transition period is established, the period of performance for the basic contract and option period shall be established. The contract Award Fee Period shall be adjusted at this time. At the same time, a breakout of the value of the award fee pool per section shall be broken out**)

:

AWARD FEE PERIODS

1
2
3
4
5
6
7
8
9
10

(2) An Award Fee Evaluation Plan (AFEP) is contained herein as Attachment 6. This AFEP identifies performance categories, describes the criteria to be used in evaluation of Service Provider performance, and allocates the performance categories. The AFEP will be used for all award fee periods. Should the Government elect to make changes to the AFEP, the Government will provide the Service Provider written notice not later than fifteen (15) calendar days prior to the beginning of the particular award fee period.

(3) The amount of the award fee earned by the Service Provider during an award fee period, if any, will be unilaterally determined by the FDO.

(4) Unearned award fee for a particular award fee period shall not be carried forward into a subsequent award fee period.

(c) Authorization for payment of any award fee shall be processed by an administrative contract modification. The Service Provider may submit an invoice for the authorized amount of award fee upon receipt of the modification.

(d) In the event this contract or any portion thereof, is terminated prior to completion of an award fee period, a special award fee determination will be made for that portion of the period actually completed.

H-18 SUBCONTRACTING WITH SMALL, SMALL DISADVANTAGED, HUBZONE, AND WOMEN-OWNED SMALL BUSINESSES

(a) It is the intention of the Government to ensure that small business concerns have the maximum practicable opportunity to participate in the performance of the Fort Sam Houston Base Operating Support Services, San Antonio, Texas.

(b) The small business subcontract goals are established at **30%** of total contract cost for the Fort Sam Houston Base Operating Support Services for the basic effort and each subsequent period. The service provider shall, as a minimum, submit his subcontract proposal as follows:

A. TOTAL SMALL BUSINESS SUBCONTRACTING GOALS 30% of Total Contract Price
\$ _____

B. LARGE BUSINESS SUBCONTRACT PERCENT _____ *

\$ _____

C. TOTAL SUBCONTRACT PERCENTAGE

_____ **
\$ _____

D. SDB SUBCONTRACTS GOALS

_____ 5% ***
\$ _____

E. WOSB CONTRACT GOALS

_____ 5% ***
\$ _____

F. HUBZONE CONTRACT GOALS

_____ 2.5/3% ***
\$ _____

G. VETERAN OWNED SB CONTRACT GOALS _____ 3% ***
\$ _____

* to be filled out by service provider

** total of small business and large business percentages

*** these are statutory minimum goals of the total subcontracted value. The actual goals used after contract award would be based on the actual SDB/WOSB/HUBZONE/VETERAN OWNED SB subcontracts awarded by the service provider divided by total subcontract percentage. The service provider would be held to those goals during contract performance. NOTE: HUBZONE GOAL SHALL BE 2.5% DURING THE BASIC PERIOD, THEN BECOME 3% DURING SUBSEQUENT PERIODS.

NOTE: Dollar values are unavailable at this time.

These goals may be met by any combination of vendor purchases, subcontracts, or other business arrangements.

(c) The Service Provider shall submit subcontracting reports to the Contracting Officer monthly. These reports may be in service provider format and shall include the following information as a minimum:

- (1) Names of small business subcontractors.
 - (2) Total contract value (in \$) subcontracted to each company listed in (a) for the current period and cumulative to date.
 - (3) Percentage of contract value subcontracted to small business for the current period and cumulative to date.
 - (4) List of performance requirements subcontract to small business.
- (d) The Service Provider hereby agrees to carry out this requirement in awarding of subcontracts to small businesses consistent with efficient contract performance.
- (e) The Service Provider may, acting in good faith, rely on written representations by subcontractors regarding their status as a small business.

H-19 ORGANIZATIONAL CONFLICTS OF INTEREST

(a) In performance of this contract, the Service Provider may perform tasks of a nature where conflicts of interest might arise under the principles of Federal Acquisition Regulation (FAR), Subpart 9.5, Organization and Consultant Conflicts of Interest. In order to prevent the existence of conflicting roles that might bias a Service provider's judgement or create an unfair competitive advantage, the prohibition in paragraph (b) shall apply.

(b) Except with the prior written consent of the Contracting Officer, the Service Provider (including any subsidiary, affiliate, or successor entity) shall not compete (as a prime service provider, subcontractor, main supplier, or consultant) during the period of this contract, including any extension thereof, and for one year thereafter, for the award of any contract for construction, supplies or services which was generated under this contract. This prohibition does not prohibit the service provider from competing on the follow-on to this contract.

H-20 GOVERNMENT/SERVICE PROVIDER FURNISHED PROPERTY

The Performance Requirements Document (PRD) in Section C, and its technical exhibits identify the property which the government will make available to the service provider for the performance of this contract. The final negotiated list of government-furnished property will be incorporated into the contract by reference.

(a) **Service Provider Replaced:** The following types of property have special requirements as indicated.

(1) *Supplies/Materials:* The service provider will be provided the existing inventory of supplies/materials at contract start as indicated in the PRD. Any additional supplies/materials for BOS or authorized customers shall be provided by the service provider and reimbursed by the government. The service provider shall provide new or factory reconditioned parts and components when practicable in providing maintenance and repair services as described herein. All replacement units, parts, components, and materials to be used in the maintenance, repair, and alteration of facilities and equipment shall be compatible with existing equipment on which it is to be used and shall meet industry standards and be suitable for their intended use. If material that meets the accepted industry standard cannot be obtained, the service provider must obtain the concurrence of the contracting officer's representative before using alternate materials.

(2) *Vehicles:* Any additional vehicles (general purpose or specialized) needed to perform the services specified in this contract are the responsibility of the service provider to be reimbursed by the government. Should the service provider elect to use GSA vehicles, the service provider shall negotiate directly with GSA.

(3) *Low Value Property:* Low value property is government-furnished equipment, special tooling, or special test equipment in designated facilities and facility areas that has an acquisition cost of less than \$2,500 and is not defined as sensitive property. The service provider shall be responsible for all low value property and shall establish a program for its use, maintenance, protection, and preservation in accordance with sound business practices. Once low value property is no longer serviceable, the service provider shall replace it as necessary and be reimbursed by the government.

(b) **Government Replaced:** Replacement of government-furnished property which has an acquisition cost of \$5,000 or more and is provided to the service provider for performance under this contract, shall be approved by the contracting officer. The service provider shall identify and prepare a replacement schedule for all government-furnished property on an annual basis. The replacement schedule shall include nomenclature, age, replacement value, salvage value (if applicable), and projected efficiencies for each item and/or system. Authorization to purchase must be in writing from the contracting officer.

H-21 CAPITALIZATION OF SERVICE PROVIDER OWNED PROPERTY

(a) The service provider may purchase an asset for the purpose of performing the work described in the PRDs. The capital asset will be capitalized and depreciated in accordance with the service provider's established cost accounting practices and procedures, as follows:

<u>Equipment Type</u>	<u>Cost</u>	<u>Minimum Useful Life</u>	<u>Depreciation Method</u>
---------------------------	-------------	--------------------------------	--------------------------------

(b) The service provider agrees to maintain complete records of capital assets that are subject to this clause, including date of purchase, estimated service life, purchase price, depreciation base, method and schedule, and amount of depreciation recorded to date.

(c) If upon expiration or termination of this contract, the government does not thereafter contract with the service provider for the performance of the same, or substantially the same services contemplated by this contract, the service provider shall, upon request by the successor service provider(s), transfer title to any prime service provider dedicated assets identified in the records referenced above, to the successor service provider(s) at net book value, subject to reasonable terms and conditions regarding payments and other matters to be agreed upon by the service provider and successor service providers.

H-22 CORPORATE REVIEW BOARD PARTICIPATION

The service provider agrees to partner with the Garrison corporate leadership to develop budgets, prioritize projects, and make recommendations for operating efficiencies. Budget constraints and statutory cost limitations must be considered and will significantly influence decisions. The service provider may be required to prepare briefings and participate in discussions with Fort Sam Houston officials to support the position of the Garrison for program prioritization.

H-23 INDIRECT FACTOR

(a) The costs listed below have been identified as examples of indirect factors in the service provider's proposal. The service provider shall bid firm-fixed price indirect factors for both labor and material. The service provider shall submit invoices using the established indirect factor for labor and bill materials/parts/supplies/TDY's, etc using the established indirect factor for material. **NOTE:** No award fee will be allowed for supplies/materials/parts, TDY's etc.

- Indirect labor
- Overhead
- General and Administrative
- Cost of Money
- Material Handling
- Other costs as determined by the service provider

(b) The service provider recognizes that the fixed-indirect factor is truly fixed, and the Government will not adjust it under any circumstances other than a termination. Other than a termination, modifications to this contract do not entitle the service provider or the Government to an adjustment of the fixed-indirect factor or fee.

H-24 SERVICE PROVIDER'S ACCOUNTING SYSTEM

(a) The service provider recognizes the reporting requirements associated with the expenditure of appropriated funds. In support of those reporting requirements, the service provider hereby agrees to maintain and utilize an accounting system capable of tracking workload associated with multiple fund cites. The service provider further agrees to provide a detailed monthly invoice that reflects the labor and material costs associated with each service area and fund cites.

(b) The service provider shall maintain an accounting system that is adequate for determining costs applicable to this contract.

H-25 SERVICE PROVIDER'S PURCHASING SYSTEM

(a) The objective of a contractor purchasing system review (CPSR) is to evaluate the efficiency and effectiveness with which the contractor spends Government funds and complies with Government policy when subcontracting. The contracting officer shall determine the need for a CPSR based on, but not limited to, the past performance of the contractor, and the volume, complexity and dollar value of the subcontracts.

(b) Once an initial determination has been made under paragraph (a) of this section, at least every three years the Contracting Officer shall determine whether a purchasing system review is necessary. If necessary, the contract administration office will conduct a purchasing system review.

(c) A CPSR requires an evaluation of the contractor's purchasing system. The considerations listed in FAR 44.202-2 for consent evaluation of particular subcontracts shall be used to evaluate the contractor's purchasing system, including the contractor's policies, procedures, and performance under that system. Special attention shall be given to --

- (1) The degree of price competition obtained;
- (2) Pricing policies and techniques, including methods of obtaining accurate, complete, and current cost or pricing data and certification as required;
- (3) Methods of evaluating subcontractor responsibility, including the contractor's use of the List of Parties Excluded from Federal Procurement and Nonprocurement Programs (see 9.404) and, if the contractor has subcontracts with parties on the list, the documentation, systems, and procedures the contractor has established to protect the Government's interests (see FAR 9.405-2);
- (4) Treatment accorded affiliates and other concerns having close working arrangements with the contractor;
- (5) Policies and procedures pertaining to small business concerns, including small disadvantaged and women-owned small business concerns;
- (6) Planning, award, and postaward management of major subcontract programs;
- (7) Compliance with Cost Accounting Standards in awarding subcontracts;
- (8) Appropriateness of types of contracts used (see FAR 16.103); and
- (9) Management control systems, including internal audit procedures, to administer progress payments to subcontractors.

(d) The contracting officer shall maintain a sufficient level of surveillance to ensure that the contractor is effectively managing its purchasing program.

H-26 ENVIRONMENTAL ISSUES

- (a) The Government acknowledges that the Contractor has neither created, generated, nor contributed to the creation, generation or existence of any hazardous or toxic material, or any other type of environmental hazard, contamination, or pollution, whether latent or patent, or to the release thereof or the violation of any law or regulation relating thereto, at a project site prior to the date on which the performance of the services is commenced.
- (b) Fines for Environmental / Safety / Occupational Health Violations: The contractor shall reimburse the Government for the cost of any environmental restoration undertaken by the Government to clean up releases caused by activities of the contractor or any of its subcontractors. Further, the contractor shall reimburse the Government for any civil or criminal fines or penalties levied against the Government for any environmental / safety / occupational health infraction caused by activities of the contractor or any of its subcontractors. The contractor is responsible for paying any fines levied against it by a regulatory agency (EPA, OSHA or NRC, etc.) that are a result of contract operations.

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	OCT 1995
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-2	Security Requirements	AUG 1996
52.204-4	Printing/Copying Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.216-7	Allowable Cost And Payment	MAR 2000
52.216-15	Predetermined Indirect Cost Rates	APR 1998
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9 Alt II	Small Business Subcontracting Plan (Oct 2000) Alternate II	OCT 2000
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-25	Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting	OCT 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-16	Approval of Wage Rates	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal	FEB 1999

	Employment Opportunity for Construction	
52.222-26	Equal Opportunity	FEB 1999
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Affirmative Action For Disabled Veterans And Veterans of the Vietnam Era	APR 1998
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era	JAN 1999
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	MAY 1989
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	JAN 1997
52.223-10	Waste Reduction Program	AUG 2000
52.223-11	Ozone-Depleting Substances	JUN 1996
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-5	Trade Agreements	APR 2000
52.225-9	Buy American Act--Balance of Payments Program--Construction Materials	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-3	Patent Indemnity	APR 1984
52.227-14	Rights in Data--General	JUN 1987
52.227-17	Rights In Data-Special Works	JUN 1987
52.227-19	Commercial Computer Software- Restricted Rights	JUN 1987
52.227-23	Rights to Proposal Data (Technical)	JUN 1987
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.228-10	Vehicular and General Public Liability Insurance	APR 1984
52.229-3	Federal, State And Local Taxes	JAN 1991
52.229-5	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	APR 1984
52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	JUN 1997
52.232-27	Prompt Payment for Construction Contracts	JUN 1997
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1 Alt I	Disputes (Dec 1998) - Alternate I	DEC 1991
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities,	APR 1984

	and Improvements	
52.236-10	Operations and Storage Areas	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-18	Work Oversight in Cost-Reimbursement Construction Contracts	APR 1984
52.236-19	Organization and Direction of the Work	APR 1984
52.236-21	Alt I Specifications and Drawings for Construction (Feb 97) - Alternate I	APR 1984
52.236-22	Design within Funding Limitations	APR 1984
52.236-24	Work Oversight in Architect-Engineer Contracts	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	OCT 1995
52.242-13	Bankruptcy	JUL 1995
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items and Commercial Components	OCT 1998
52.245-5 (Dev)	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (Deviation)	JAN 1986
52.245-18	Special Test Equipment	FEB 1993
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-1	Commercial Bill Of Lading Notations	APR 1984
52.248-1	Value Engineering	FEB 2000
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.251-2	Interagency Fleet Management System (IFMS) Vehicles And Related Services	JAN 1991
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	MAR 2000
252.204-7005	Oral Attestation of Security Responsibilities	AUG 1999
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994
252.223-7003	Changes In Place Of Performance--Ammunition And Explosives	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7012	Preference For Certain Domestic Commodities	AUG 2000

252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7028	Technical data or computer software previously delivered to the government	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.242-7004	Material Management And Accounting System	SEP 1996
252.242-7005	Cost/Schedule Status Report	MAR 1998
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.245-7001	Reports Of Government Property	MAY 1994
252.247-7023	Transportation of Supplies by Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR/DFAR	http://farsite.hill.af.mil
FAR	http://www.arnet.gov/far
FAR/DFAR	http://www.deskbook.osd.mil

52.207-3 RIGHT OF FIRST REFUSAL OF EMPLOYMENT (NOV 1991)

(a) The Contractor shall give Government employees who have been or will be adversely affected or separated as a result of award of this contract the right of first refusal for employment openings under the contract in positions for which they are qualified, if that employment is consistent with post-Government employment conflict of interest standards.

(b) Within 10 days after contract award, the Contracting Officer will provide to the Contractor a list of all Government employees who have been or will be adversely affected or separated as a result of award of this contract.

(c) The Contractor shall report to the Contracting Officer the names of individuals identified on the list who are hired within 90 days after contract performance begins. This report shall be forwarded within 120 days after contract performance begins.

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of "To be determined on each work order/job order" for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until

the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days prior to the expiration of performance.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 72 mos.

(End of clause)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

___ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

[See Attachment 7 for listing](#)

(End of clause)

52.225-11 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2000)

(a) Definitions. As used in this clause--

Component means any article, material, or supply incorporated directly into construction materials.

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or

work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Designated country means any of the following countries: Aruba, Austria, Bangladesh, Belgium, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Canada, Cape Verde, Central African Republic, Chad, Comoros, Denmark.

Djibouti, Equatorial Guinea, Finland, France, Gambia, Germany, Greece, Guinea, Guinea-Bissau, Haiti, Hong Kong, Ireland, Israel, Italy, Japan.

Kiribati, Korea, Republic of, Lesotho, Liechtenstein, Luxembourg, Malawi, Maldives, Mali, Mozambique, Nepal, Netherlands, Niger, Norway, Portugal, Rwanda.

Sao Tome and Principe, Sierra Leone, Singapore, Somalia, Spain, Sweden, Switzerland, Tanzania U.R., Togo, Tuvalu, Uganda, United Kingdom, Vanuatu, Western Samoa, Yemen.

Designated country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a designated country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different construction material distinct from the materials from which it was transformed.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

North American Free Trade Agreement country means Canada or Mexico.

North American Free Trade Agreement country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a North American Free Trade Agreement (NAFTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a NAFTA country into a new and different construction material distinct from the materials from which it was transformed.

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Construction materials. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the Trade Agreements Act and the North American Free Trade Agreement (NAFTA) apply to this acquisition. Therefore, the Buy American Act and Balance of Payments Program restrictions are waived for designated country and NAFTA country construction materials.

(2) The Contractor shall use only domestic, designated country, or NAFTA country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: None

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent;

(ii) The application of the restriction of the Buy American Act or Balance of Payments Program to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act or Balance of Payments Program. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before

contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act or Balance of Payments Program applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act or Balance of Payments Program applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1:			
Foreign construction material....			
Domestic construction material...			
Item 2:			
Foreign construction material....			
Domestic construction material...			

\1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

52.232-22 LIMITATION OF FUNDS (APR 1984)

(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75

percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause--

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of (i) the amount then allotted to the contract by the Government or, (ii) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of (1) the amount previously allotted by the Government or, (2) if this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equalling the percentage of completion of the work contemplated by

this contract.

52.244-2 SUBCONTRACTS (AUG 1998) - ALTERNATE I (AUG 1998)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

ALL

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

N/A

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

N/A

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any deviation (48 CFR 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (SEP 1999)

(a) Definition.

"Arms, ammunition, and explosives (AA&E)," as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

Nomenclature	National stock number	Sensitivity category
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N/A

(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier--

(1) For the development, production, manufacture, or purchase of AA&E; or

(2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

SECTION J LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

<u>FORM NR</u>	<u>TITLE</u>	<u>DATE</u>	<u>NO OF PAGES</u>
Attachment 1	Performance Requirements Document (PRD) for Base Operating Support Services, Fort Sam Houston, TX	08/01/00	144
	Index		2
	Section C-1		300
	Section C-2		36
	Section C-3		Reserved
	Section C-4		37
	Section C-5		65
	Section C-6		Reserved
	Section C-7		101
	Section C-8		38
	Section C-9		28
	Section C-10		32
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	Section C-19		26
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Attachment 2	U.S. Department of Labor Wage Determinations Number 95-2522 (Rev 17)(9/19/2000)		10
Attachment 3	Davis-Bacon General Decision Number		
	TX000003	6/09/00	4
	TX000022	2/11/00	2
	TX000106	2/11/00	4
	TX000043	2/11/00	3
Attachment 4	Contractor/Subcontractor Contract Reference Worksheet		1
Attachment 5	Past Performance Survey Questionnaire		8
Attachment 6	To be added at a later time.		
Attachment 7	Statement of Equivalent Hires		14
Attachment 8	DOD Contract Security Classification Specification, DD Form 254		2

Attachment 9	Sample Manning Chart Format	6
Attachment 10	Sample Cost Model Format	1
Attachment 11	PRD Services Cross-walk Checklist	37

SECTION K Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE:

52.203-11	Certification And Disclosure Regarding Payment To Influence Certain Federal Transactions	APR 1991
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	SEP 1994
252.209-7003	Compliance With Veterans' Employment Reporting Requirements	MAR 1998
252.234-7000	Notice of Earned Value Management System	MAR 1998

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment

rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.214-16 MINIMUM BID ACCEPTANCE PERIOD (APR 1984)

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of 270 calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement.

The bidder allows the following acceptance period: _____ calendar days.

(e) A bid allowing less than the Government's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000) ALTERNATE I (OCT 2000) & ALTERNATE II (OCT 2000)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 23511, 488999, 51221, 514199, 51421, 53242, 54131, 54133, 541511, 541512, 541519, 54162, 541214, 541219, 541511, 541611, 541612, 541614, 54182, 54189, 54199, 56111, 56121, 561622, 56132, 56173, 56179, 56171, 56199, 61171, 811111, 811113, 811118, 811121, 811191, 811198, 811211, 811212, 81299.

(2) The small business size standard is \$20 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision). The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

() Black American.

() Hispanic American.

() Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

() Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

() Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

- (a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) ☐ It has, ☐ has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

- (a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

52.225-6 TRADE AGREEMENTS CERTIFICATE (FEB 2000)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(b) The offeror shall list as other end products those supplies that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:

Country of Origin:-----

(List as necessary),

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of this solicitation.

(End of provision)

52.225-10 NOTICE OF BUY AMERICAN ACT/BALANCE OF PAYMENTS PROGRAM REQUIREMENT--CONSTRUCTION MATERIALS (FEB 2000)

(a) Definitions. Construction material, domestic construction material, and foreign construction material, as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act or Balance of Payments Program, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

52.227-7 PATENTS--NOTICE OF GOVERNMENT LICENSEE (APR 1984)

The Government is obligated to pay a royalty applicable to the proposed acquisition because of a license agreement between the Government and the patent owner. The patent number is . N/A ., and the royalty rate is . If the offeror is the owner of, or a licensee under, the patent, indicate below:

_ Owner

_ Licensee

If an offeror does not indicate that it is the owner or a licensee of the patent, its offer will be evaluated by adding thereto an amount equal to the royalty.

52.227-15 STATEMENT OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data--General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states (offeror check appropriate block)--

() None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

() Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data--General."

(End of provision)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR

9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official
Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal
Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

() The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

() YES () NO

(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractor's award date or if the subcontractor has submitted cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-3 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of \$500,000, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

252.242-7006 COST/SCHEDULE STATUS REPORT PLANS (MAR 1997)

(a) The offeror shall submit a written summary of the management procedures it will establish, maintain, and use in the performance of any resultant contract to comply with the requirements of the clause at 252.242-7005, Cost/Schedule Status Report.

(b) If the offeror proposes to use a cost/schedule control system that has been recognized by the cognizant Administrative Contracting Officer as complying with the earned value management system criteria of DoD 5000.2-R, Mandatory Procedures for Major Defense Acquisition Programs (MDAPS) and Major Automated Information System (MAIS) Acquisition Programs, the offeror may submit a copy of the documentation of such recognition instead of the written summary required by paragraph (a) of this provision.

(End of clause)

